

See New MyFord® Mobile Terms and Conditions Effective December 21, 2015 Below

MyFord® Mobile Terms and Conditions

MyFord® Mobile is a smartphone-compatible application (or "App") and website, intended to extend both vehicle accessibility and trip planning activities to the comfort and convenience of locations outside the vehicle. MyFord® Mobile is published by Ford Motor Company, 1 American Road, Dearborn, Michigan 48126 United States of America (hereafter "Ford") and operated by Ford on behalf and at the direction of your local Ford Company (see Section 7(b) below for details of your local Ford Company).

MyFord® Mobile is available for use with certain equipped electrified vehicles produced by Ford or its affiliated companies for sale and operation in the United States of America (excluding U.S. territories), select European markets, and Canada. Your access to and use of MyFord® Mobile, including its services and features ("Features"), are subject to these Terms and Conditions and all policies and guidelines, including the Privacy Statement on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), the MyFord® Mobile App Privacy Statement, and License Agreements, hereafter collectively the "Terms and Conditions."

If your electrified vehicle is equipped with a Telematics Control Module (also known as an embedded modem), MyFord® Mobile allows access to the following MyFord® Mobile Features:

- Charge Programming,
- Control My Car,
- My Car Info and Alerts.

1. Acceptance and Modification of Terms and Services

a. Acceptance of Terms and Conditions

By indicating your consent when requested, you the user ("User", "I", "you", "your") agree to be bound by these Terms and Conditions whether or not you have read them. If you do not agree to these Terms and Conditions, you will be unable to run or activate the MyFord® Mobile Features. You must be at least 18 years old, or the age of majority, as determined by the laws of your state, nation or province of residency, to accept these Terms and Conditions and assume the obligations set forth in these Terms and Conditions. Further, you agree to make all other drivers, passengers or guests of your vehicle aware of these Terms and Conditions and subject to these Terms and Conditions. You are solely responsible for the use MyFord® Mobile and its Features for your vehicle, even if you are not the one using MyFord® Mobile or Features and even if you claim later that another person's use was not authorized. You can stop using MyFord® Mobile at any time without any further consequences, should you wish to do so.

By activating and using MyFord® Mobile, you represent that you possess a valid driver's license for operating a vehicle in your country of residence.

b. Modification of Terms and Conditions

Ford may at its sole discretion, with or without notice, modify these Terms and Conditions at any time and such modifications will be effective immediately upon being posted. If and when possible, or if required by law, Ford will alert you through the App in advance of modifications becoming effective. Your continued use of MyFord® Mobile or its Features will indicate your acceptance of these modified Terms and

Conditions. **If you do not agree to the Terms and Conditions or any modification of the Terms and Conditions, then you must immediately stop using MyFord® Mobile.**

c. Retaining a Copy of These Terms and Conditions

If you want to retain a copy of these Terms and Conditions, please save or print them.

d. Modification of MyFord® Mobile

Ford may make changes to the content of MyFord® Mobile with or without notice at any time. Many different and changing considerations affect the availability, cost and quality of information services. Accordingly, Ford reserves the unrestricted right to change, rearrange, add, or delete any content or Features, with or without notice to you. You always have the right to cancel your subscription to MyFord® Mobile if you do not accept any change, or for any reason. Your continued use of MyFord® Mobile and its Features following any changes will constitute your acceptance of such changes.

2. Services

a. Service Registration

In order to use the MyFord® Mobile Features you must have an activated MyFord® Mobile account. You can create a MyFord® Mobile account on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), or on your mobile device's MyFord® Mobile App by using a valid email address with which you wish to link to your MyFord® Mobile account. In order to activate your MyFord® Mobile account you must register your vehicle identification number (VIN) or the Radio Electronic Serial Number (which can be found on the radio's menu). Account owners can add additional users within their own account. This subscription is transferable to a subsequent eligible vehicle owner.

b. Complimentary Service Period

Owners of applicable new electrified vehicles will receive up to five (5) years of complimentary MyFord® Mobile service from the vehicle sale date as recorded by the dealer, with yearly renewals required at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), to continue the service. This complimentary 5 year service term period is available for original owners and is fully transferrable to subsequent owners within the initial 5 year period. Ford reserves the right to cancel your complimentary subscription at any time:

- if you are found not to be eligible,
- if you violate or breach any of these terms, or
- for any other reason in Ford's sole discretion.

No refunds will be given if MyFord® Mobile is cancelled during the 5 year complimentary service term period.

c. Profile Information

MyFord® Mobile allows you to set profile information and preferences in your account at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe) or via the MyFord® Mobile App. You will be able to request alerts/notifications and save locations, including charge stations for use when seeking directions. You may not create names that are profane or obscene. Ford reserves the right to remove and/or discontinue service if profane or obscene names are used, and to determine, in its sole discretion, what content constitutes profane or obscene. **Note, if you're a European resident all**

profile information you provide is transferred from the European Economic Area (“E.E.A.”) and stored, processed and made available to Ford, which is certified under the U.S. Safe Harbor framework for profile information that is personal information, and to other companies such as Ford’s service providers in the United States; Ford requires that such service providers provide a no less stringent level of protection in order to provide the Features and requested services.

d. Modification, Restriction, or Termination of Accounts or Services

Ford, at its sole discretion, without prior notice, reserves the right to:

- terminate or restrict use of accounts;
- modify, restrict, or discontinue the service without notice; and
- remove or edit content.

It is the responsibility of the owner to delete/transfer the MyFord® Mobile account. All service appointments and associated vehicle services are the responsibility of you and your dealer and should be handled in accordance with your dealer’s service policy. Once you have activated MyFord® Mobile, you may deactivate the account by performing a factory reset, deleting any vehicles associated with the account, or by allowing another user to assume the account and deleting yourself from it at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If you are a new owner of a pre-owned Ford, you may register and “take over” the previously-linked VIN by associating it to your email address at www.MyFordMobile.com or www.MyFordMobile.eu, as applicable, or via the MyFordMobile® App. If the vehicle, and its associated VIN, is preowned, we recommend that you perform a master reset upon taking possession of the vehicle to remove it from any existing MyFord® Mobile accounts.

e. Charges

MyFord® Mobile is offered free-of-charge. However, cell phone airtime usage charges may apply when using MyFord® Mobile.

3. Scope and Availability

a. Availability in US, EU and Canada

MyFord® Mobile is available in the United States (excluding U.S. Territories), Canada, and select European markets. Not all Features or services will be available in all markets and coverage is limited to your cellular phone coverage.

b. Third Party Data Services

MyFord® Mobile uses data from third parties to provide services and the data provided, including maps, may not always be accurate. Ford is not responsible in any way for any data provided by third parties. Maps used by this system may be inaccurate because of changes in roads, traffic controls or driving conditions.

c. Service Interruptions

MyFord® Mobile may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other reasons, which Ford cannot control. Service might

also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies. Ford is not responsible for any interruptions of MyFord® Mobile or its Features.

4. Vehicle Safety

Warning. Operating MyFord® Mobile while driving could distract your attention away from the road, which could lead to an accident and serious injury. Do not change MyFord® Mobile settings or enter data while driving. Stop the vehicle in a safe and legal manner before attempting these operations.

a. Prolonged Views of Screen

Do not access any function requiring a prolonged view of the screen while you are driving. Pull over in a safe and legal manner before attempting to access a function of the system requiring prolonged attention. Even occasional short scans to the screen may be hazardous if your attention has been diverted away from your driving task at a critical time.

b. Navigation Features

Any navigation features included in the system are intended to provide instructions to get you to a desired destination. Please make certain all persons using this system carefully read and follow instructions and safety information fully.

c. Distraction Hazard

Any navigation features may require manual (non-verbal) setup. Attempting to perform such set-up or insert data while driving can seriously distract your attention and could cause an accident or other serious consequences. Stop the vehicle in a safe and legal manner before attempting these operations.

d. Driver Judgment

Any navigation features are provided only as an aid. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices.

e. Route Safety

When using MyFord® Mobile maintain your hands on the wheel and your eyes on road. Driving while distracted can result in loss of vehicle control, accident and injury. Ford strongly recommends that drivers use extreme caution when using any device that may take their focus off the road. The driver's primary responsibility is the safe operation of their vehicle.

Always use street signs, good judgment and obey traffic laws. Any navigation features are provided only as aids. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices. Do not follow the route suggestions if doing so would result in an unsafe or illegal maneuver, if you would be placed in an unsafe situation, or if you would be directed into an area

that you consider unsafe. The driver is ultimately responsible for the safe operation of the vehicle and therefore, must evaluate whether it is safe to follow the suggested directions.

f. Emergency Services

Do not rely on any navigation features included in the system to route you to emergency services. Ask local authorities or an emergency services operator for these locations. Not all emergency services such as police, fire stations, hospitals and clinics are likely to be contained in the map database for such navigation features.

g. Messaging

MyFord® Mobile may send text messages or Push Notifications to the driver's cell phone. Such messages are intended to be read in a safe manner, such as when the vehicle is not moving. Do not read text messages or Push Notifications while driving. You agree to comply with all applicable federal, local and provincial, state or national laws.

5. Text Messages or Push Notifications

a. Registration

Based on the notifications preferences that you select at www.MyFordMobile.com (for North America) or www.myfordmobile.eu (for Europe), MyFord® Mobile may send SMS (text) messages or Push Notifications to your registered mobile phone. By enabling text messages or Push Notifications you:

- certify that you are the mobile phone account holder or have the account holder's permission to do so and,
- expressly consent to MyFord® Mobile sending and you receiving text messages or Push Notifications in accordance with the MyFord® Mobile App Privacy Statement.

Message and Data Rates may apply.

b. Opt-Out

Ford is obtaining your consent on behalf of MyFord® Mobile. The contact mailing address, telephone number and email address for MyFord® Mobile are set out in the MyFord® Mobile App Privacy Statement, below. You may opt-out of receiving MyFord® Mobile text messages at any time by calling your local Ford Customer Relationship Center (please see Section 7(b) below for local contact information) or in North America at 1-800-392-3673. You may opt-out of receiving Push Notifications by turning them off in your mobile phone's settings or by turning off notifications in the App.

6. Account Security and Passwords

You are entirely responsible for maintaining the confidentiality of your MyFord® Mobile account information, including your password, and for any and all activity that occurs under your account. You agree to notify Ford immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Ford or your dealer due to someone else using your user name, password, cell phone number, or account.

You may not use anyone else's user name, password, VIN, email address, cell phone number, or account at any time without the express permission and consent of the holder of that user name, password, VIN, email address, cell phone number, or account. To the fullest extent allowed by applicable law, Ford and

your dealer cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. Privacy Statement

a. MyFord® Mobile App Privacy Statement

Ford Motor Company ("Ford", "us," "it," "we" or "our") respects your privacy and is committed to protecting it.

The following disclosure ("Privacy Statement") sets out the basis on which any personally identifiable information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personally identifiable information and how we will treat it. It is through this disclosure that Ford intends to provide you with a level of comfort and confidence in how it collects, uses, and safeguards personal and other information it collects or that you provide, and how you can contact us if you have any questions or concerns. It is our sincere hope that by explaining our data handling practices Ford will develop a trusting and long-lasting relationship with you.

This Statement (together with our Terms and Conditions and all policies and guidelines, including the Privacy Statement on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), and License Agreements) applies to your use of the MyFord® Mobile App digitally distributed and available at a public app marketplace ("App Store"), once you have downloaded the App onto your mobile telephone or handheld device ("Device"), inclusive of the features or services accessible through the App ("Features"), unless the Terms and Conditions states that a separate privacy statement applies to a particular Feature, in which case that privacy statement only applies.

b. Your Rights

The data controller for your region is listed below. You can exercise your rights to access or request information we hold about you, or to rectify, cancel, block, erase or oppose (as applicable) any personal data about you that has not been processed in accordance with applicable laws. Your application shall be made in writing, with evidence of your identity, by sending a notice to the address of your local Ford Customer Relationship Center, as listed below. In accordance with local law there may be a small charge for providing requested information or a limit on the number of requests you may make. Please contact your local Ford Customer Relationship Center for more information.

Belgium. Ford Motor Company (Belgium) N.V., Avenue du Hunderenveldlaan 10, 1082 Brussel.
Customer Relation Centre +32 (0)2 482 2626, custfobe@ford.com.

Deutschland. Ford-Werke GmbH, Henry-Ford – Str. 1, 50735, Köln. Kundenzentrum, Postfach 71 02 65, 50742 Köln, +49 0221 9999 2 999, kunden@ford.com.

Finland. Oy Ford Ab, Äyritie 24, P.O. Box 33, 01511 Vantaa, VAT number 0108254-6
Ford Customer Service +3589 725 22022, palvelut@ford.fi.

France. Ford France, FMC Automobiles SAS, 78100 Saint Germain en Laye.
Centre des relations clientèles de Ford France: FMC Automobiles, M. data, 34 rue de la croix de fer, 78100 Saint Germain en Laye. (+33) 0 800 005 005 (local price from a land line or mobile).

Italy. Ford Italia S.p.A., Andrea Argoli n° 54, 00143 Roma. Customer Relations Center +39 800 22 44 33, tu@ford.com.

Nederland. Ford Nederland B.V., Amsteldijk 216-217, Amsterdam, Netherlands 1079 LK. Customer Relations Center, Postbus 795, 1000 AT Amsterdam. 020 - 50 44 646 or 707 703 777, klanten@ford.com.

Norway. Ford Motor Norge AS, Postboks 514, 1410 Kolbotn. Customer Relations Center, +47 800 56 105 or +47 22 57 90 99, infonor@ford.com.

Portugal. Ford Lusitana S.A., Avenida da Liberdade, 249, 6º / 7º andar, 1250-143 Lisboa. Centro de Relações com Clientes, +351 808 200 556, clientes@ford.com.

Spain. Ford España S.L., Miniparc IV, Caléndula, 13, 28109 Alcobendas, Madrid, Spain. Centro de Relaciones con Clientes, Tel. +34 902 442 442, y correo electrónico: crcspain@ford.com.

Sweden. Ford Motor Company AB., Box 6046, 400 60 GÖTEBORG, Sweden. Kundservice, +46 31 707 10 10, fordkund@ford.com.

Switzerland. Ford Motor Company (Switzerland) SA, Geerenstrasse 10, Postfach, 8304 Wallisellen. Kundendienst, +41 (0) 445 111 445, assistch@ford.com.

United Kingdom. Ford Motor Company Limited, Eagle Way, Brentwood, Essex, CM13 3BW, England. Customer Relations Centre, P.O. Box 7597, Daventry, NN11 1DL, +44 0203 564 4444, correspo@ford.com.

When you activate your MyFord® Mobile account, we collect information about you, including your email address and the cellular number to which you wish to link your service, and you will be required to provide your name during the registration process. See the Privacy Statement available on the www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe).

c. Information Collected Through MyFord® Mobile

When you connect your vehicle to MyFord® Mobile, GPS technology and vehicle modules are used to receive data (referred to as "vehicle information"), including:

- your vehicle's current location,
- travel direction, and
- speed, and
- status of vehicle charge.

In order to provide the Features and services you request, troubleshoot problems, and create a more personalized experience, we and our MyFord® Mobile service providers may collect, use, process, store, and share certain vehicle information and other details about your requests (referred to as "service details"), including:

- your cell phone number, if provided,
- type of request,
- address information for driving direction requests, and
- other information you have provided.

Vehicle information and service details may be linked to you or the email address you have linked to MyFord® Mobile.

You will be provided with an in-vehicle notice regarding GPS containing language such as the following: "MyFord® Mobile is active. It enables GPS vehicle location mapping. Please advise occupants. See Owner Guide for more information. By pressing continue or by driving you agree to GPS mapping."

d. Consent to Information Collection

By activating or using the service you expressly consent to the collection, logging, storage, and sharing of your vehicle information and service details for the purposes set forth above. Further, you agree to obtain the consent to the collection, logging, storage, and sharing of vehicle information and service details for the purposes set forth above from any other person(s) to whom you provide access to and use of the vehicle. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

e. Consent to Information Transfer

You understand and consent to the collection, use, processing, transfer, and disclosure of your personally identifiable and non-personally identifiable information globally --- including to the United States. Such information may be transferred across country borders, and used, processed, and disclosed in global locations that may have different levels of privacy protection than in your own country. Ford is Safe Harbor certified in the United States for the personally identifiable information you provide in connection with the service, and requires its service providers within and outside the European Economic Area (E.E.A.) to apply appropriate safeguards for the processing, storage and transmission of personally identifiable information. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

f. Information Shared with Third Parties

You understand and consent to your personally identifiable information being shared with MyFord® Mobile service providers. Ford's MyFord® Mobile service providers are required to keep personally identifiable information confidential and are not permitted to use this information for any other purpose than to carry out the service they are performing for Ford.

Ford will not share any personally identifiable information associated with the App with other third parties for their independent use, however you understand and consent to Ford sharing your personally identifiable information where such action is necessary to:

- comply with edicts of the law or legal process served on Ford Motor Company, or its service providers, their affiliates;
- protect and defend the rights or property of Ford Motor Company or its service providers, their affiliates, MyFord® Mobile; or
- act under exigent circumstances to protect the personal safety of Ford Motor Company, its service providers or their affiliates or MyFord® Mobile personnel, or the public.

In the circumstances listed above, Ford and its service providers may disclose personally identifiable information, without notice. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

g. De-Identified, Non-Personally Identifiable Information

Ford may de-identify certain information collected in connection with the service (De-Identified Information). This De-Identified Information does not contain any personally identifiable information. De-Identified Information may be used for any purpose by Ford, Ford affiliates, and selected contractors globally. **If you do not consent to the use of De-Identified Information, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

h. Privacy of Communications Over Wireless Networks

Because MyFord® Mobile provides service through wireless networks, we cannot promise that your communications will not be intercepted by others. You agree that to the fullest extent allowed by applicable law we will not be liable for any damages for any loss of privacy occurring in communication over such networks.

Although we will do our best to protect your personally identifiable information, we cannot guarantee the security of your personally identifiable information transmitted to our sites; any transmission is at your own risk. When you send personally identifiable information to us “Secure Socket Layers” (or “SSL”) or similar technologies are used to protect your personally identifiable information while in transit.

All personal information you provide to us or is collected from your vehicle is encrypted in transit and stored on our or our service provider’s secure servers. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. Where we have given you (or where you have chosen) a password that enables you to access certain parts of the App or Features, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

i. Deletion of Personally Identifiable Information

Your personally identifiable information will be stored, processed and shared when you’re using MyFord® Mobile. Your personally Identifiable Information will be deleted by Ford and its service providers as soon as reasonably practicable after your MyFord® Mobile account has been deleted, except where retention is required by law or to protect or defend Ford, its service providers or affiliates.

8. Liability and Disputes

a. Limitation of Liability

To the fullest extent allowed by applicable law, Ford, its affiliates or subsidiaries or dealers, and any of its respective directors, officers, employees, agents, or other representatives shall not be liable for any direct, indirect, special, incidental, consequential, punitive, or aggravated damages (including without limitation, damages for loss of data, income, profit, loss of or damage to property, and third-party claims), or any other damages of any kind, arising out of, or in connection with, MyFord® Mobile; any materials, information, qualification, and recommendations appearing in MyFord® Mobile; any software, tools, tips, products, or services offered through, contained in, or advertised on MyFord® Mobile; any link provided on MyFord® Mobile; or breach of any account and password, whether or not Ford has been advised of the possibility of such damages. Furthermore, in no event shall any MyFord® Mobile provider be liable for any indirect, special, incidental, consequential, punitive, or aggravated damages (including without limitation, damages for loss of data, income, profit, loss of or damage to property, and third party claims) arising from or in connection with the use or performance of such services. This exclusion of liability shall apply to the fullest extent permitted by applicable law. This provision shall survive the termination of your

right to use MyFord® Mobile. By using MyFord® Mobile, you acknowledge that you will be fully liable for all damages resulting directly or indirectly from the use of MyFord® Mobile. **THERE ARE NO WARRANTIES PROVIDED IN CONNECTION WITH MYFORD® MOBILE OTHER THAN THOSE THAT MAY EXPRESSLY BE PROVIDED FOR YOUR NEW VEHICLE.**

b. Indemnification

You agree to indemnify and hold harmless Ford and its affiliates and subsidiaries, their respective distributors, dealers, dealer associations and advertising and promotions agencies, together with their respective directors, officers and shareholders, employees, agents, or other representatives from and against all the claims, liabilities, damages and expenses, including all legal fees and costs arising out of your use of MyFord® Mobile or its services or Features, your breach or alleged breach of these Terms and Conditions, Privacy Statement, License Agreements, or associated notices, and/or your breach or alleged violation of the intellectual property or other rights of third parties. Ford reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and, in such case, you agree to cooperate with Ford's defense of such claim. You acknowledge and agree that Ford has no responsibility or obligation in the investigation, defense, settlement or discharge of a third party's intellectual property infringement claim. This provision shall survive the termination of these Terms and Conditions and of your right to use MyFord® Mobile.

c. Dispute Resolution

All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

- these Terms and Conditions, Privacy Statement, License Agreements, and associated notices;
- errors associated with MyFord® Mobile;
- any advertisement or promotion relating to MyFord® Mobile, its services or Features, or the MyFord® Mobile App;
- MyFord® Mobile transactions; or
- the relationship which results from these Terms and Conditions (including relationships with third parties who are not party to these Terms and Conditions) (collectively "Claims"),

will be referred to and determined by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for the resolution of consumer-related disputes, or under other mutually agreed procedures pursuant to the applicable U.S. law.

Because this method of dispute resolution is personal, individual and provides the exclusive method for resolving such disputes, you further agree, to the extent permitted by applicable laws, to waive any right you may have to commence or participate in any class action or class-wide arbitration against Ford related to any Claim. This provision shall survive the termination of your right to use MyFord® Mobile.

Notwithstanding the above, for MyFord® Mobile customers in the Netherlands, this Section 8 (c) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

d. Governing Law

Unless and to the extent local and/or applicable law requires otherwise, these Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of the State of Michigan, United States of America without regard to any conflicting choice of law provisions. You consent to the exclusive

personal jurisdiction and venue of any state or federal court located in Wayne County, Michigan to the extent that any court proceedings are commenced, provided, however, that the foregoing shall not in any way diminish or limit any mediation and arbitration provisions set forth in these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the above, these Terms and Conditions should be read in conjunction with mandatory national consumer and data protection laws applicable in your usual place of residence. Courts under the jurisdiction of your usual place of residence are competent for any action arising from the use of MyFord® Mobile or these Terms and Conditions. For MyFord® Mobile customers in the Netherlands, this Section 8 (d) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

9. MyFord® Mobile License Agreements

Unless and to the extent indicated otherwise, the App (including past, present and future versions) and all content that is included in, on or that are otherwise a part of the App (the "Materials") are owned, controlled or licensed by Ford, its subsidiaries or affiliates. The contents of the App, including the selection, coordination and arrangement of the App, are protected by worldwide copyright, trademark, patent, trade secret, or other proprietary rights, laws and treaty provisions whether or not a copyright notice or other proprietary mark is present. You agree to comply with all copyright laws worldwide in your use of this App and to prevent any unauthorized copying of its content, source code, or Materials. Except as expressly provided herein, Ford does not grant any express or implied right to you under any patents, trademarks or copyrights.

Subject to your continued compliance with these Terms and Conditions, Ford grants you a non-exclusive, non-transferable, limited right to access, view, use, display and listen to this App for your personal, non-commercial use only. Ford authorizes you to download the App only for your personal, non-commercial use. All rights, title and interest in the App not expressly granted to you in these Terms and Conditions are reserved by Ford and its subsidiaries and affiliates, and/or its licensors. You agree not to dispute Ford's claims of ownership or validity of its rights regarding this App or Features.

Ford may suspend or terminate any and all of your rights and authorization at any time for any reason. If you violate any of the Terms and Conditions, your rights under this Section will immediately terminate and Ford may terminate your access to MyFord® Mobile without notice and without any refund of fees, if applicable. Any right or authorization granted to you by Ford is subject to the following obligations and restrictions:

1. you must retain all copyright and other proprietary notices contained herein and on any permissible copy;
2. you may not copy, reprint, modify, distribute, translate, port, publish, sublicense, assign, transfer, sell, lease or otherwise distribute the Materials in any way or reproduce or publicly display, perform, or otherwise use them for any public or commercial purpose;
3. you may not, nor allow third parties on your behalf to, commercially exploit the App, Features, or underlying data, including without limitation, creating derivative works of the content, Features, Materials, use any data mining, robots, or similar data gathering and extraction tools on the App, create a database, systematically download, store any or all of the materials from the App or websites, link or frame any portion of the materials, extract, derive or attempt to extract or derive any source code or structure of all or any portion of the materials or the App by reverse engineering, disassembly, decompilation or any other means;

4. you may not transfer the App to any other person unless it is for that individual's personal, non-commercial use and you give them notice of, and they agree to accept, the obligations arising under these Terms and Conditions;
5. you may not use the App with other content or in a manner that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, nor may your use victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
6. you may not use the App with other content or in a manner that impersonates any person, business or entity, including Ford, its affiliated companies or affiliated third parties, and its and their employees and agents;
7. you may not interfere, try to interfere, disrupt, or try to disrupt the Ford servers or networks, or disobey any network access or security requirements, policies, directives, procedures, or regulations of Ford;
8. you may not use the App as a means to engage in conduct that reflects poorly upon, disparages or devalues Ford's reputation or goodwill, as determined in Ford's sole discretion;
9. you may not use the App with other content or in a manner that is in conjunction with adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol; and
10. if you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer to use the App or Features.

10. Owner's Guide

Before using your system, read and follow all instructions and safety information provided in the end user manual ("Owner's Guide"). Not following precautions found in this Owner's Guide can lead to an accident or other serious consequences.

When kept in the vehicle, the Owner's Guide will be a ready reference for you and other users unfamiliar with the system. Please make certain that before using the system for the first time, all persons have access to the Owner's Guide and read its instructions and safety information carefully.

11. More Information

For more information on MyFord® Mobile, please see www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If you have any questions, concerns or complaints, please contact your local Ford Customer Relationship Center (please see section 7b for contact information).

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MyFord® Mobile Terms and Conditions Effective December 21, 2015

MyFord® Mobile Terms and Conditions

MyFord® Mobile is a smartphone-compatible application (or "App") and website, intended to extend both vehicle accessibility and trip planning activities to the comfort and convenience of locations outside the vehicle. MyFord® Mobile is published by Ford Motor Company, 1 American Road, Dearborn, Michigan 48126 United States of America (hereafter "Ford") and operated by Ford on behalf and at the direction of your local Ford affiliate including your local Ford Company (see Section 7(b) below for details of your local Ford Company).

MyFord® Mobile is available for use with certain equipped electrified vehicles produced by Ford or its affiliated companies for sale and operation in the United States of America (excluding U.S. territories), select European markets, and Canada. Your access to and use of MyFord® Mobile, including its services and features ("Features"), are subject to these Terms and Conditions and all policies and guidelines, including the Privacy Statement on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), the MyFord® Mobile App Privacy Statement, and License Agreements, hereafter collectively the "Terms and Conditions."

If your electrified vehicle is equipped with a Telematics Control Module (also known as an embedded modem), MyFord® Mobile allows access to the following MyFord® Mobile Features:

- Charge Programming,
- Control My Car,
- My Car Info and Alerts.

1. Acceptance and Modification of Terms and Services

a. Acceptance of Terms and Conditions

By indicating your consent when requested, you the user ("User", "I", "you", "your") agree to be bound by these Terms and Conditions whether or not you have read them. If you do not agree to these Terms and Conditions, you will be unable to run or activate the MyFord® Mobile Features. You must be at least 18 years old, or the age of

majority, as determined by the laws of your state, nation or province of residency, to accept these Terms and Conditions and assume the obligations set forth in these Terms and Conditions. Further, you agree to make all other drivers, passengers or guests of your vehicle aware of these Terms and Conditions and subject to these Terms and Conditions. You are solely responsible for the use MyFord® Mobile and its Features for your vehicle, even if you are not the one using MyFord® Mobile or Features and even if you claim later that another person's use was not authorized. You can stop using MyFord® Mobile at any time without any further consequences, should you wish to do so.

By activating and using MyFord® Mobile, you represent that you possess a valid driver's license for operating a vehicle in your country of residence.

b. Modification of Terms and Conditions

Ford may at its sole discretion, with or without notice, modify these Terms and Conditions at any time and such modifications will be effective immediately upon being posted. If and when possible, or if required by law, Ford will alert you through the App in advance of modifications becoming effective. Your continued use of MyFord® Mobile or its Features will indicate your acceptance of these modified Terms and Conditions. **If you do not agree to the Terms and Conditions or any modification of the Terms and Conditions, then you must immediately stop using MyFord® Mobile.**

c. Retaining a Copy of These Terms and Conditions

If you want to retain a copy of these Terms and Conditions, please visit <https://www.myfordmobile.com/legal/index.html> and save or print them.

d. Modification of MyFord® Mobile

Ford may make changes to the content of MyFord® Mobile with or without notice at any time. Many different and changing considerations affect the availability, cost and quality of information services. Accordingly, Ford reserves the unrestricted right to change, rearrange, add, or delete any content or Features, with or without notice to you. You always have the right to cancel your subscription to MyFord® Mobile if you do not accept any change, or for any reason. Your continued use of MyFord® Mobile and its Features following any changes will constitute your acceptance of such changes.

2. Services

a. Service Registration

In order to use the MyFord® Mobile Features you must have an activated MyFord® Mobile account. You can create a MyFord® Mobile account on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), or on your mobile device's MyFord® Mobile App by using a valid email address with which you wish to link to your MyFord® Mobile account.

In order to activate your MyFord® Mobile account you must register your vehicle identification number (VIN) or the Radio Electronic Serial Number (which can be found on the radio's menu). If you are the first person to associate the VIN of a vehicle equipped with an embedded modem to a MyFord® Mobile account, you will be required to confirm this association through an in-vehicle messages. Account owners can add additional users within their own account. If you link your MyFord® Mobile account to the VIN of a vehicle you do not own or lease, you confirm you are the authorized user of the vehicle and may enter into this agreement on that basis. This subscription is transferable to a subsequent eligible vehicle owner. Should the need arise you can delete the vehicle from your email address and a new owner can then associate the vehicle with a new email address via the MyFord® Mobile App. The credentials you create as part of your account may also be utilized on certain Lincoln and other Ford Motor Company sites.

b. Complimentary Service Period

Owners of applicable new electrified vehicles will receive up to five (5) years of complimentary MyFord® Mobile service from the vehicle sale date as recorded by the dealer, with yearly renewals required at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), to continue the service. This complimentary 5 year service term period is available for original owners and is fully transferrable to subsequent owners within the initial 5 year period. Ford reserves the right to cancel your complimentary subscription at any time:

- if you are found not to be eligible,
- if you violate or breach any of these terms, or
- for any other reason in Ford's sole discretion.

No refunds will be given if MyFord® Mobile is cancelled during the 5 year complimentary service term period.

c. Profile Information

MyFord® Mobile allows you to set profile information and preferences in your account at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe) or via the MyFord® Mobile App. You will be able to request alerts/notifications and save locations, including charge stations for use when seeking directions. You may not create names that are profane or obscene. Ford reserves the right to remove and/or discontinue service if profane or obscene names are used, and to determine, in its sole discretion, what content constitutes profane or obscene. **Note, if you're a European resident all profile information you provide is transferred from the European Economic Area ("E.E.A.") and stored, processed and made available to Ford and to other companies such as Ford's service providers in the United States; Ford requires that such service providers provide a no less stringent level of protection in order to provide the Features and requested services.**

3. Modification, Restriction, or Termination of Accounts or Services

Ford, at its sole discretion, without prior notice, reserves the right to:

- terminate or restrict use of accounts;
- modify, restrict, or discontinue the service without notice; and

- remove or edit content.

It is the responsibility of the owner to delete/transfer the MyFord® Mobile account. All service appointments and associated vehicle services are the responsibility of you and your dealer and should be handled in accordance with your dealer's service policy. Once you have activated MyFord® Mobile, you may deactivate the account by performing a factory reset, deleting any vehicles associated with the account, or by allowing another user to assume the account and deleting yourself from it at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If you are a new owner of a pre-owned Ford, you may register and "take over" the previously-linked VIN by associating it to your email address at www.MyFordMobile.com or www.MyFordMobile.eu, as applicable, or via the MyFordMobile® App. If the vehicle, and its associated VIN, is preowned, we recommend that you perform a master reset upon taking possession of the vehicle to remove it from any existing MyFord® Mobile accounts.

4. Charges

MyFord® Mobile is offered complimentary. However, cell phone airtime and data usage charges may apply when using MyFord® Mobile.

5. Scope and Availability

a. Availability in US, EU and Canada

MyFord® Mobile is available in the United States (excluding U.S. Territories), Canada, and select European markets. Not all Features or services will be available in all markets and coverage is limited to your cellular phone coverage.

b. Third Party Data Services

MyFord® Mobile uses data from third parties to provide services and the data provided, including maps, may not always be accurate. Ford is not responsible in any way for any data provided by third parties. Maps used by this system may be inaccurate because of changes in roads, traffic controls or driving conditions.

c. Service Interruptions

MyFord® Mobile may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other reasons, which Ford cannot control. Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies. Ford is not responsible for any interruptions of MyFord® Mobile or its Features.

6. Vehicle Safety

Warning: Operating MyFord® Mobile while driving could distract your attention away from the road, which could lead to an accident and serious injury. Do not change

MyFord® Mobile settings or enter data while driving. Stop the vehicle in a safe and legal manner before attempting these operations.

Note: Always take your key or key fob with you when you leave your vehicle. Remote unlock may not function during service interruptions or if the battery is too low.

a. Prolonged Views of Screen

Do not access any function requiring a prolonged view of the screen while you are driving. Pull over in a safe and legal manner before attempting to access a function of the system requiring prolonged attention. Even occasional short scans to the screen may be hazardous if your attention has been diverted away from your driving task at a critical time.

b. Navigation Features

Any navigation features included in the system are intended to provide instructions to get you to a desired destination. Please make certain all persons using this system carefully read and follow instructions and safety information fully.

c. Distraction Hazard

Any navigation features may require manual (non-verbal) setup. Attempting to perform such set-up or insert data while driving can seriously distract your attention and could cause an accident or other serious consequences. Stop the vehicle in a safe and legal manner before attempting these operations.

d. Driver Judgment

Any navigation features are provided only as an aid. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices.

e. Route Safety

When using MyFord® Mobile maintain your hands on the wheel and your eyes on road. Driving while distracted can result in loss of vehicle control, accident and injury. Ford strongly recommends that drivers use extreme caution when using any device that may take their focus off the road. The driver's primary responsibility is the safe operation of their vehicle.

Always use street signs, good judgment and obey traffic laws. Any navigation features are provided only as aids. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices. Do not follow the

route suggestions if doing so would result in an unsafe or illegal maneuver, if you would be placed in an unsafe situation, or if you would be directed into an area that you consider unsafe. The driver is ultimately responsible for the safe operation of the vehicle and therefore, must evaluate whether it is safe to follow the suggested directions.

f. Emergency Services

Do not rely on any navigation features included in the system to route you to emergency services. Ask local authorities or an emergency services operator for these locations. Not all emergency services such as police, fire stations, hospitals and clinics are likely to be contained in the map database for such navigation features.

g. Messaging

MyFord® Mobile may send text messages or Push Notifications to the driver's cell phone. Such messages are intended to be read in a safe manner, such as when the vehicle is not moving. Do not read text messages or Push Notifications while driving. You agree to comply with all applicable federal, local and provincial, state or national laws.

7. Text Messages or Push Notifications

a. Registration

Based on the notifications preferences that you select at www.MyFordMobile.com (for North America) or www.myfordmobile.eu (for Europe), MyFord® Mobile may send SMS (text) messages or Push Notifications to your registered mobile phone. By enabling text messages or Push Notifications you:

- certify that you are the mobile phone account holder or have the account holder's permission to do so and,
- expressly consent to MyFord® Mobile sending and you receiving text messages or Push Notifications in accordance with the MyFord® Mobile App Privacy Statement.

Message and Data Rates may apply.

b. Opt-Out

Ford is obtaining your consent on behalf of MyFord® Mobile. The contact mailing address, telephone number and email address for MyFord® Mobile are set out in the MyFord® Mobile App Privacy Statement, below. You may opt-out of receiving MyFord® Mobile text messages at any time by calling your local Ford Customer Relationship Center (please see Section 7(b) below for local contact information) or in North America at 1-800-392-3673. You may opt-out of receiving Push Notifications by turning them off in your mobile phone's settings or by turning off notifications in the App.

8. Account Security and Passwords

You are entirely responsible for maintaining the confidentiality of your MyFord® Mobile account information, including your password, and for any and all activity that occurs under your account. You agree to notify Ford immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Ford or your dealer due to someone else using your user name, password, cell phone number, or account.

You may not use anyone else's user name, password, VIN, email address, cell phone number, or account at any time without the express permission and consent of the holder of that user name, password, VIN, email address, cell phone number, or account. To the fullest extent allowed by applicable law, Ford and your dealer cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

9. Privacy Statement

a. MyFord® Mobile App Privacy Statement

Ford Motor Company ("Ford", "us," "it," "we" or "our") respects your privacy and is committed to protecting it.

The following disclosure ("Privacy Statement") sets out the basis on which any personally identifiable information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personally identifiable information and how we will treat it. It is through this disclosure that Ford intends to provide you with a level of comfort and confidence in how it collects, uses, and safeguards personal and other information it collects or that you provide, and how you can contact us if you have any questions or concerns. It is our sincere hope that by explaining our data handling practices Ford will develop a trusting and long-lasting relationship with you.

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b. Your Rights

The data controller for your region is listed below. You can exercise your rights to access or request information we hold about you, or to rectify, cancel, block, erase or oppose (as applicable) any personally identifiable information about you that has not been processed in accordance with applicable laws. Your application shall be made in writing, with evidence of your identity, by sending a notice to the address of your local Ford Customer Relationship Center, as listed below. In accordance with local law there may be a small charge for providing

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Deutschland. Ford-Werke GmbH, Henry-Ford – Str. 1, 50735, Köln. Kundenzentrum, Postfach 71 02 65, 50742 Köln, +49 0221 9999 2 999, kunden@ford.com.

Finland. Oy Ford Ab, Äyritie 24, P.O. Box 33, 01511 Vantaa, VAT number 0108254-6
Ford Customer Service +3589 725 22022, palvelut@ford.fi.

France. Ford France, FMC Automobiles SAS, 78100 Saint Germain en Laye.
Centre des relations clientèles de Ford France: FMC Automobiles, M. data, 34 rue de la croix de fer, 78100 Saint Germain en Laye. (+33) 0 800 005 005 (local price from a land line or mobile).

Italy. Ford Italia S.p.A., Andrea Argoli n° 54, 00143 Roma. Customer Relations Center +39 800 22 44 33, tu@ford.com.

Nederland. Ford Nederland B.V., Amsteldijk 216-217, Amsterdam, Netherlands 1079 LK.
Customer Relations Center, Postbus 795, 1000 AT Amsterdam.
020 - 50 44 646 or 707 703 777, klanten@ford.com.

Norway. Ford Motor Norge AS, Postboks 514, 1410 Kolbotn. Customer Relations Center, +47 800 56 105 or +47 22 57 90 99, inforor@ford.com.

Portugal. Ford Lusitana S.A., Avenida da Liberdade, 249, 6º / 7º andar, 1250-143 Lisboa.
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Switzerland. Ford Motor Company (Switzerland) SA, Geerenstrasse 10, Postfach, 8304 Wallisellen. Kundendienst, +41 (0) 445 111 445, assistch@ford.com.

United Kingdom. Ford Motor Company Limited, Eagle Way, Brentwood, Essex, CM13 3BW, England. Customer Relations Centre, P.O. Box 7597, Daventry, NN11 1DL, +44 0203 564 4444, correspo@ford.com.

United States of America. Ford Motor Company, 1 American Rd., Dearborn, MI 48126.
Customer Relationship Center, P.O. Box 6248, Dearborn, MI 48126

c. Information Collected Through MyFord® Mobile

When you activate your MyFord® Mobile account, we collect information about you, including your email address and the cellular number to which you wish to link your service, and you will be required to provide your name during the registration process. See the Privacy Statement available on the www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe).

We and our MyFord® Mobile service providers may collect, use, process, store, and share GPS and speed data (such as your vehicle's current location, and travel direction), vehicle status and information (e.g. vehicle identification number, the embedded modem serial number, the ID of the key in use, tire pressure, fuel level, battery status, oil level, status of windows, doors, door locks, alarm and battery charge information), and driving characteristics (e.g. seat belt warning, accelerator pedal position and brake pedal position). This data will be collectively referred to as "vehicle information".

We and our MyFord® Mobile service providers may collect, use, process, store, and share details about your requests (referred to as "service details"), including:

- your cell phone number, if provided,
- type of request,
- address information for driving direction requests, and
- other information you have provided.

Personally identifiable information collected by MyFord® Mobile may be used alone or in conjunction with other information about you that we may have to: fulfill your requests; make your experience more customer friendly and personalized, and contact you if necessary; improve products and services, troubleshoot problems, and to market to you where permitted by law; and comply with legal requirements. Vehicle information and service details may be linked to you or the email address you have linked to MyFord® Mobile. We may send you email notifications at the email address you provide confirming your requests or actions, such as registration and removal of vehicle(s) and password resets, enabling you to notify us if you did not make the request or perform the action.

You will be provided with an in-vehicle notice regarding GPS containing language such as the following: "MyFord® Mobile is active. It enables GPS vehicle location mapping. Please advise occupants. See Owner Guide for more information. By pressing continue or by driving you agree to GPS mapping."

d. Consent to Information Collection

By activating or using the service you expressly consent to the collection, logging, storage, and sharing of your vehicle information and service details for the purposes set forth above. Further,

you agree to obtain the consent to the collection, logging, storage, and sharing of vehicle information and service details for the purposes set forth above from any other person(s) to whom you provide access to and use of the vehicle. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

e. Consent to Information Transfer

You understand and consent to the collection, use, processing, transfer, and disclosure of your personally identifiable and non-personally identifiable information globally --- including to the United States. Such information may be transferred across country borders, and used, processed, and disclosed in global locations that may have different levels of privacy protection than in your own country. Ford requires its service providers within and outside the European Economic Area (E.E.A.) to apply appropriate safeguards for the processing, storage and transmission of personally identifiable information. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

f. Information Shared with Third Parties

You understand and consent to your personally identifiable information being shared with MyFord® Mobile service providers including mapping and cloud network providers. Ford's MyFord® Mobile service providers are required to keep personally identifiable information confidential and are not permitted to use this information for any other purpose than to carry out the service they are performing for Ford.

Ford will not share any personally identifiable information associated with the App with other third parties for their independent use, however you understand and consent to Ford sharing your personally identifiable information where such action is necessary to:

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- protect and defend the rights or property of Ford Motor Company or its service providers, their affiliates, MyFord® Mobile; or
- act under exigent circumstances to protect the personal safety of Ford Motor Company, its service providers or their affiliates or MyFord® Mobile personnel, or the public.

In the circumstances listed above, Ford and its service providers may disclose personally identifiable information, without notice. **If you do not consent to this, do not activate or use MyFord® Mobile.** Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

g. De-Identified, Non-Personally Identifiable Information

Ford may de-identify certain information collected in connection with the service (De-Identified Information). This De-Identified Information does not contain any personally identifiable information. De-Identified Information may be used for any purpose by Ford, Ford affiliates, and selected contractors globally. **If you do not consent to the use of De-Identified Information,**

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h. Privacy of Communications Over Wireless Networks

Because MyFord® Mobile provides service through wireless networks, we cannot promise that your communications will not be intercepted by others. You agree that to the fullest extent allowed by applicable law we will not be liable for any damages for any loss of privacy occurring in communication over such networks.

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i. Deletion of Personally Identifiable Information

Your personally identifiable information will be stored, processed and shared when you’re using MyFord® Mobile. Your personally identifiable information is retained as long as required to fulfill the purposes described in this Privacy Statement and will be deleted also by Ford and its service providers as soon as reasonably practicable after your MyFord® Mobile account has been deleted, except where retention is required by law or to protect or defend Ford, its service providers or affiliates.

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c. Dispute Resolution

All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

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- any advertisement or promotion relating to MyFord® Mobile, its services or Features, or the MyFord® Mobile App;
- MyFord® Mobile transactions; or
- the relationship which results from these Terms and Conditions (including relationships with third parties who are not party to these Terms and Conditions) (collectively "Claims"),

will be referred to and determined by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for the resolution of consumer-related disputes, or under other mutually agreed procedures pursuant to the applicable U.S. law.

Because this method of dispute resolution is personal, individual and provides the exclusive method for resolving such disputes, you further agree, to the extent permitted by applicable

laws, to waive any right you may have to commence or participate in any class action or class-wide arbitration against Ford related to any Claim. This provision shall survive the termination of your right to use MyFord® Mobile.

Notwithstanding the above, for MyFord® Mobile customers in the Netherlands, this Section 8 (c) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

d. Governing Law

Unless and to the extent local and/or applicable law requires otherwise, these Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of the State of Michigan, United States of America without regard to any conflicting choice of law provisions. You consent to the exclusive personal jurisdiction and venue of any state or federal court located in Wayne County, Michigan to the extent that any court proceedings are commenced, provided, however, that the foregoing shall not in any way diminish or limit any mediation and arbitration provisions set forth in these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the above, these Terms and Conditions should be read in conjunction with mandatory national consumer and data protection laws applicable in your usual place of residence. Courts under the jurisdiction of your usual place of residence are competent for any action arising from the use of MyFord® Mobile or these Terms and Conditions. For MyFord® Mobile customers in the Netherlands, this Section 8 (d) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

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12. Owner's Guide

Before using your system, read and follow all instructions and safety information provided in the end user manual ("Owner's Guide"). Not following precautions found in this Owner's Guide can lead to an accident or other serious consequences.

When kept in the vehicle, the Owner's Guide will be a ready reference for you and other users unfamiliar with the system. Please make certain that before using the system for the first time, all persons have access to the Owner's Guide and read its instructions and safety information carefully.

13. More Information

For more information on MyFord® Mobile, please see www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If you have any questions, concerns or complaints, please contact your local Ford Customer Relationship Center (please see section 7b for contact information).

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